

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov

KIRK CALDWELL
MAYOR



ROBERT J. KRONING, P.E.
DIRECTOR

MARK YONAMINE, P.E.
DEPUTY DIRECTOR

March 2, 2015

LA 15-079.JU

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

SUBJECT: Mokulele Drive Easements

We request your consideration to cancel the grants for Drainage Easement 7 and Flowage Easement 8 and for the approval and acceptance of the Grant of Drainage Easement 7-A and Grant of Flowage Easement 8-A. Easements 7 and 8 are no longer needed as they will be replaced by Easements 7-A and 8-A. The replacement easements are for public use and all improvements have been constructed, completed and certified as meeting City requirements.

Ordinance 10-20 does not affect easements, therefore, we recommend that the Grant of Easement documents and the Cancellation of Grants of Easements document be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grants and cancellation document on behalf of the City and County of Honolulu. Also, accompanying this letter is a map showing the easements being cancelled and easements to be dedicated and copies of the grant and cancellation documents.

- (1) Cancellation of Drainage Easement 7 and Flowage Easement 8;
- (2) Grant of Drainage Easement 7-A;
- (3) Grant of Flowage Easement 8-A.

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,


Robert J. Kroning, P.E.
Director

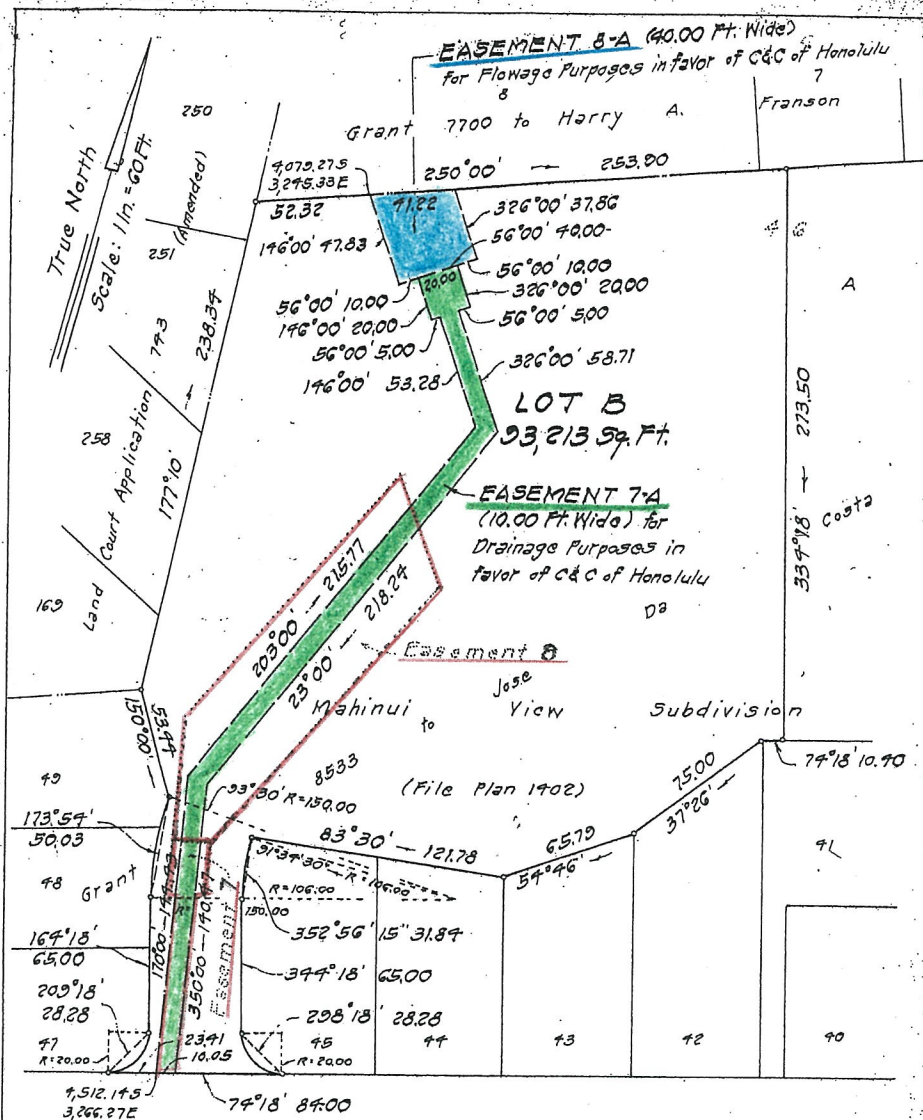
Enclosures (18)

APPROVED:


Roy K. Amemiya, Jr.
Managing Director

DEPT. COM. 120

RECEIVED
CITY CLERK
C & C OF HONOLULU
2015 MAR -3 PM 1:49



**DELETION OF EASEMENT 7
FOR DRAINAGE PURPOSES
AND EASEMENT 8
FOR FLOWAGE PURPOSES
AND DESIGNATION OF EASEMENT 7-A
FOR DRAINAGE PURPOSES
AND EASEMENT 8-A
FOR FLOWAGE PURPOSES
OVER AND ACROSS LOT B**

Being a portion of Lot 46 of
Mahinui View Subdivision (File Plan 1702)
Being also a portion of Grant 8533 to Jose Da Costa

Kaneohe, Koolau-poko, Oahu, Hawaii

Scale: 1 in. = 60 Ft.

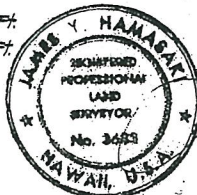
Tax Map Key: 7-5-38: 15

July 5, 1990

Area of Easement 7-A: 7,555 sq. ft.

Area of Easement 8-A: 1,714 sq. ft.

Coordinates referred to
"COOLIDGE" Δ



JAMES Y. HAMASAKI

LAND COURT

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 4

CANCELLATION OF GRANTS OF EASEMENTS

TMK: (1) 4-5-038-015 (RS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on September 19, 1974, Budget Realty Ltd., a Hawaii corporation, executed and delivered unto the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, of Honolulu, City and County of Honolulu, State of Hawaii, Grant of Easement 7 over Lot 46, for drainage purposes and Grant of Easement 8 over Lot 46, as shown on File Plan 1402 of Mahinui View Subdivision, for a consideration of ONE DOLLAR (\$1.00); said Grant of Easement 7 is recorded at the Bureau of Conveyances of the State of Hawaii as Liber 11496 at Page 297; and said Grant of Easement 8 is recorded as aforesaid as Liber 11496 at Page 275;

WHEREAS, said easements are no longer required by the City and County of Honolulu;

NOW, THEREFORE, in consideration of the premises said CITY AND COUNTY OF HONOLULU does hereby release, cancel and terminate all of its right, title and interest in and to said Grants of Easements for Drain Easement 7 and Flowage Easement 8.

IN WITNESS WHEREOF, the City and County of Honolulu has
caused this instrument to be duly executed on this _____ day of
_____, 20_____.

CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY



Deputy Corporation Counsel

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP () TO:
City and County of Honolulu
Division of Land Survey & Acquisition

GRANT OF DRAIN EASEMENT

GRANTOR: MOKULELE DEVELOPMENT LLC

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: 4-5-038-015

Mokulele Dr. Easements
Division of Land Survey & Acquisition

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this ⁴⁴15 day of November, 2013, by and between MOKULELE DEVELOPMENT LLC, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee":

W I T N E S S E T H :

That the Grantor , in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement area(s)";

TOGETHER with the right of ingress to and egress from said easement area(s) over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area(s), such drainage pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area(s) or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area(s), unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area(s) for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement area(s); provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area(s), or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement area(s) insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area(s), in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area(s) to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area(s) and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel(s) of land comprising the easement area(s) and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel(s) of land comprising the easement area(s), then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area(s) which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area(s) or to do any work therein.

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, (its successors and assigns, etc. [per tenancy] and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.

That the parcel(s) of land herein referred to as the "easement area(s)" is more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MOKULELE DEVELOPMENT LLC

By




GREG BIRDSALL, Director

CITY AND COUNTY OF HONOLULU

By

KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance

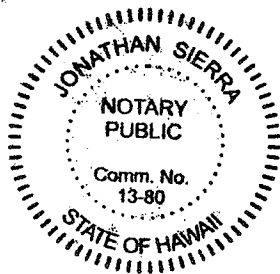
APPROVED AS TO FORM AND
LEGALITY



Deputy Corporation Counsel

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 15th day of November, 2013, before me personally appeared GREG BIRDSALL, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free and act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Signature]
Notary Public, State of Hawaii
Print Name: Jonathan Sierra

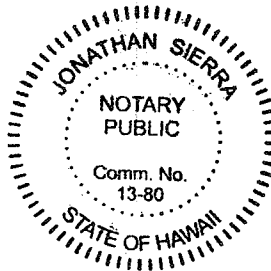
My Commission Expires: March 10, 2017

Doc. Date: 11-15-13 # Pages: 10

Notary Name: Jonathan Sierra First Circuit

Doc. Description: Grant of
Drain Easement

[Signature] 11-15-13
Notary Signature Date



STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 20_____, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____ containing _____ pages, being a Grant of Drainage Easement, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said KIRK CALDWELL acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public, First Circuit of the State of
Hawaii

Printed Name of Notary Public

My commission expires:

FOR DRAINAGE PURPOSES

Being a portion of Lot B

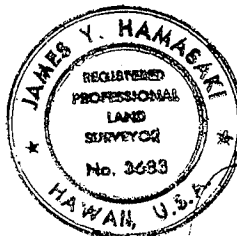
Being also portions of Lot 46 of Mahinui View Subdivision
(File Plan 1402) and Grant 8533 to Jose Da Costa

Situated at Kaneohe, Koolaupoko, Oahu, Hawaii

Beginning at the Southwest corner of this easement, the direct azimuth and distance from the Southwest corner of Lot B being 254° 18' 23.41 feet, being also on the Northerly side of Mokulele Drive, the coordinates of said point of beginning referred to Government Survey Triangulation Station "COOLIDGE" being 4,512.14 feet South and 3,266.27 feet East, thence running by azimuths measured clockwise from True South:

1. 170° 00' 144.43 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
2. 203° 00' 215.77 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
3. 146° 00' 53.28 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
4. 56° 00' 5.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
5. 146° 00' 20.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
6. 236° 00' 20.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;

7. 326° 00' 20.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
8. 56° 00' 5.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
9. 326° 00' 58.71 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
10. 23° 00' 218.24 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
11. 350° 00' 140.47 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
12. 74° 18' 10.05 feet along the Northerly side of
Mokulele Drive to the point of
beginning and containing an area
of 4,555 square feet.



July 6, 1990
Honolulu, Hawaii

James Y. Hamasaki
James Y. Hamasaki
Registered Professional
Land Surveyor
Certificate No. 3683-S

Description Compared
and Checked
Land Division MW

Being portion of the land conveyed to said Grantor by Liquidation Leasing, LP, a California limited partnership, and David Xuan Pham and Jennifer Phuong Viet Pham, husband and wife, and Mokulele Development LLC, a Hawaii limited liability company, by Deed recorded on September 9, 2013 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50000188.

SUBJECT, HOWEVER, to the following:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. Grant of easement in favor of Hawaiian Electric Company, Inc., dated August 22, 1974 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 1011 at Page 103.
3. Declaration dated March 18, 1975 and recorded as aforesaid in Liber 10523 at Page 86.
4. Declaration of Condominium Property Regime recorded June 25, 2010 as aforesaid in Document No. 2010-089627.
5. By-Laws of the Association of Apartment Owners of Pham Mokulele Estates, recorded June 25, 2010 as aforesaid in Document No. 2010-089628.

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP () TO:
City and County of Honolulu
Division of Land Survey & Acquisition

GRANT OF FLOWAGE EASEMENT

GRANTOR: MOKULELE DEVELOPMENT LLC

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: 4-5-038-015

Mokulele Dr. Easement
5/1/2011 5:04 PM

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 15th day of November, 2013, by and between MOKULELE DEVELOPMENT LLC, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereafter called the "Grantee":

W I T N E S S E T H :

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Mokulele Development LLC; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easements described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantor shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. That it is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from said project are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easements hereby shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

3. That the Grantor and its successors and assigns, etc. shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MOKULELE DEVELOPMENT LLC

By


GREG BIRDSALL, Director

CITY AND COUNTY OF HONOLULU

By

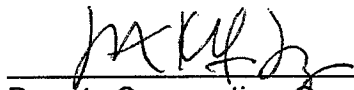
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance

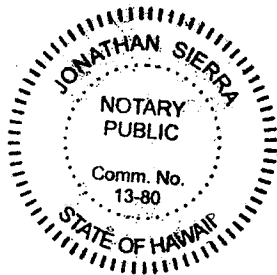
APPROVED AS TO FORM AND
LEGALITY



Deputy Corporation Counsel

STATE OF HAWAII)
) : ss.
CITY AND COUNTY OF HONOLULU)

On this 15th day of November, 2013, before me personally appeared GREG BIRDSALL, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free and act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jonathan Sierra
Notary Public, State of Hawaii
Print Name: Jonathan Sierra

My Commission Expires: March 10, 2017

Doc. Date: 11-15-13 # Pages: 8
Notary Name: Jonathan Sierra First Circuit
Doc. Description: Grant of
Easement
Jonathan Sierra 11-15-13
Notary Signature Date

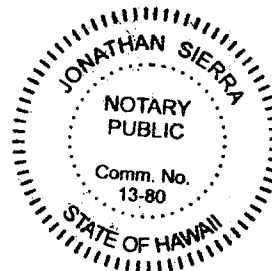


EXHIBIT "A"

EASEMENT 8-A

40.00 FEET WIDE

FOR FLOWAGE PURPOSES

Being a portion of Lot B

Being also portions of Lot 46 of Mahinui View Subdivision
(File Plan 1402) and Grant 8533 to Jose Da Costa

Situated at Kaneohe, Koolaupoko, Oahu, Hawaii

Beginning at the Northwest corner of this easement, the
direct azimuth and distance from the Northwest corner of Lot B
being 250° 00' 52.32 feet, the coordinates of said point of
beginning referred to Government Survey Triangulation Station
"COOLIDGE" being 4,079.27 feet South and 3,245.33 feet East,
thence running by azimuths measured clockwise from True South:

1. 250° 00' 41.22 feet along Lots 8 and 7, along Grant
7700 to Harry A. Franson;
2. 326° 00' 37.86 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
3. 56° 00' 40.00 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa;
4. 146° 00' 47.83 feet along the remainder of Lot B,
along the remainder of Lot 46 of
Mahinui View Subdivision (File
Plan 1402), along the remainder
of Grant 8533 to Jose Da Costa to
the point of beginning and
containing an area of 1,714
square feet.

Description Compared
and Checked
Land Division *mw*



July 6, 1990

Honolulu, Hawaii

James Y. Hamasaki
James Y. Hamasaki
Registered Professional
Land Surveyor
Certificate No. 3683-S

Being portion of the land conveyed to said Grantor by Liquidation Leasing, LP, a California limited partnership, and David Xuan Pham and Jennifer Phuong Viet Pham, husband and wife, and Mokulele Development LLC, a Hawaii limited liability company, by Deed recorded on September 9, 2013 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50000188.

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